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Coach, Inc. and Coach Services, Inc.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COACH, INC., a Maryland Corporation;  
COACH SERVICES, INC., a Maryland  
Corporation,

Plaintiffs,

vs.

VENETIAN DREAMS, an unknown  
business entity; ELIAS ALBAHO; an  
individual; and DOES 1-10, inclusive,

Defendants

CASE NO. CV 12-07684 SJO (AGR<sub>x</sub>)





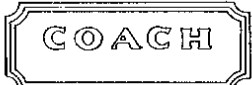

**~~[PROPOSED]~~ ORDER RE CONSENT  
JUDGMENT INCLUDING A  
PERMANENT INJUNCTION AND  
VOLUNTARY DISMISSAL OF ACTION  
WITH PREJUDICE**


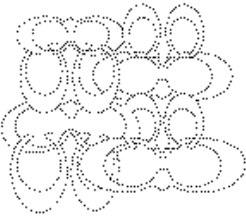
**[18]**

WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. (“Plaintiffs” or  
“Coach”) and Defendants Venetian Dreams and Elias Albaho (“Defendants”) have  
entered into a Settlement Agreement and Mutual Release as to the claims in the above  
reference matter. Defendants, having agreed to consent to the terms below terms, it is  
hereby **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has  
jurisdiction over the subject matter hereof pursuant to 28 U.S.C. § 1331, 1338.

2. Coach is the worldwide owner of the trademark “COACH” and various composite trademarks and assorted design components (collectively “Coach Marks”). Coach Marks include but are not limited to the following marks:

Mark	U.S. Registration No(s).	Registration Date
“COACH”	751, 493 1,071,000 2,088,706 3,157,972	06/25/1963 08/09/1977 08/19/1997 10/17/2006
	3,413,536	04/15/2008
	3,251,315	06/12/2007
	3,441,671	06/03/2008
	2,252,847 2,534,429	06/15/1999 01/29/2002
	1,309,779 2,045,676 2,169,808	12/18/1984 03/18/1997 06/30/1998
 Signature “C” Logo	2,592,963 2,626,565 2,822,318 2,832,589 2,822,629 3,695,290	07/09/2002 09/24/2002 03/16/2004 04/13/2004 03/16/2004 10/13/2009

1 2 3 4	 Coach "Op Art" Mark	3,696,470	10/13/2009
5 6 7 8		3,012,585	11/08/2005

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10        3.        Plaintiffs have alleged that Defendants' purchase and sale of products  
11 which infringe upon the Coach Marks constitutes trademark counterfeiting, trademark  
12 infringement, trade dress infringement, false designations of origin and false  
13 descriptions, federal trademark dilution, trademark dilution under California law, and  
14 unfair competition under California law. Without admitting to liability, Defendants  
15 have agreed to all terms set forth herein.

16        4.        Defendants and their agents, servants, employees and all persons in active  
17 concert and participation with them who receive actual notice of this Final Judgment  
18 are hereby permanently restrained and enjoined from infringing upon the Coach  
19 Marks, either directly or contributorily, in any manner, including but not limited to:

20                (a)        Manufacturing, importing, purchasing, distributing, advertising,  
21 offering for sale, and/or selling any products which bear designs identical, substantially  
22 similar, and/or confusingly similar to the Coach Marks;

23                (b)        Using the Coach Marks or any reproduction, counterfeit, copy or  
24 colorable imitation thereof in connection with the manufacture, importation,  
25 distribution, advertisement, offer for sale and/or sale of merchandise;

26                (c)        Passing off, inducing or enabling others to sell or pass off any  
27 products or other items that are not Plaintiffs' genuine merchandise as genuine Coach  
28 merchandise;

1 (d) Committing any other acts calculated to cause purchasers to believe  
2 that Defendants' products are Coach's genuine merchandise unless they are such;

3 (e) Shipping, delivering, holding for sale, distributing, returning,  
4 transferring or otherwise moving, storing or disposing of in any manner items falsely  
5 bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation  
6 thereof; and

7 (f) Assisting, aiding or attempting to assist or aid any other person or  
8 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to  
9 4(g) above.

10 5. Plaintiffs and Defendants shall bear their own costs associated with this  
11 action.

12 6. The execution of this Final Judgment shall serve to bind and obligate the  
13 parties hereto.

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1           7.     The jurisdiction of this Court is retained for the purpose of making any  
2 further orders necessary or proper for the construction or modification of this Final  
3 Judgment, the enforcement thereof and the punishment of any violations thereof.  
4 Except as otherwise provided herein, this action is fully resolved with prejudice.

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7 IT IS SO ORDERED

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9 DATED:     March 19, 2013



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Honorable S. James Otero

**United States District Judge**